

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR  
ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **REQUEST FOR PROPOSALS SPECIFICATION NO. 03-266**

The City of Lincoln and Lancaster County, Nebraska intends to enter into a contract and invites you to submit a sealed proposal for:

### **FINANCIAL CONSULTING SERVICES**

Sealed proposals will be received by the City of Lincoln and Lancaster County, Nebraska on or before 12:00 noon Wednesday, October 22, 2003, in the office of the Purchasing Agent, located at 440 South 8<sup>th</sup> Street, Suite 200 Lincoln, Nebraska, 68508. Proposals will be publicly opened reading only the names of those submitting not their proposed fees.

Submitters should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above.

**PROPOSAL  
SPECIFICATION NO. 03-266**

**OPENING TIME: 12:00 NOON  
DATE: Wednesday, October 22, 2003**

The undersigned signatory, having full knowledge of the requirements of the City of Lincoln and Lancaster County for the below listed item/s and the contract documents (which include Request for Proposal, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City and County for the below listed item/s for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

**THE REQUIREMENTS FOR: FINANCIAL CONSULTING SERVICES**

Consultant shall list compensation method (See Items 4.1.9 and 6.4):

---

---

---

---

---

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City/County, and to enter into a contract if this proposal is accepted.

**RETURN 4 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF ENVELOPE AS FOLLOWS:**

**SEALED PROPOSAL FOR FINANCIAL CONSULTING  
SPECIFICATION 03-266**

---

**COMPANY NAME**

---

**BY (Signature)**

---

**STREET ADDRESS or P.O. BOX**

---

**(Print Name)**

---

**CITY, STATE      ZIP CODE**

---

**(Title)**

---

**TELEPHONE No.**

---

**FAX No.**

---

**(Date)**

---

**E-MAIL ADDRESS**

# **PROPOSAL FOR FINANCIAL CONSULTING SERVICES**

## **1. INTENT**

- 1.1 The City of Lincoln and Lancaster County seeks an experienced, qualified investment banker/financial consultant/advisor to provide financial consultation and advisory services to the City and County.
  - 1.1.1 This RFP excludes Lincoln Electric System, and Lincoln Airport Authority.
  - 1.1.2 This RFP includes any entity formed through an interlocal agreement between the City and County such as the Public Building Commission and the Lancaster Leasing Corporation.
- 1.2 The City and County are currently seeking proposals from firms which have been actively providing services to public institutions within the state.
- 1.3 The City and County will select one financial consultant to serve the City and County, and their staff for a four year period with an option to renew for an additional four year period.
- 1.4 The agreement will contain a clause which will allow for cancellation within 60 days by either party upon appropriate notice.
- 1.5 Although the City and County intend to hire the same Financial Advisor, separate contracts will be prepared for each governing board to approve.

## **2. SCOPE OF SERVICES**

- 2.1 The services which the City and County believe may be required includes, but may not be limited to, the following:
  - 2.1.1 Assisting in the review of available and possible projected revenue sources.
  - 2.1.2 The development of a debt management program, recommending the most appropriate source or combination of sources to pay for the capital programs.
  - 2.1.3 Provide ongoing advice and consultation as to the status of the financial markets in general, any potential unique features which may be incorporated into any particular financing in order to enhance its marketability, and the timing and sale of any proposed financing.
  - 2.1.4 Evaluation and selection of trustee services, underwriting and/or private placement services and the like.
  - 2.1.5 Attending meetings, if appropriate or advisable, with the financial rating services, i.e., Moody's Investors Services and Standard and Poor's, and undertaking all reasonable best efforts to assure the best possible ratings obtainable.
  - 2.1.6 Work with the City's or County's bond counsel and financing team in recommending size, structure, specific terms and conditions of a debt issue.
    - 2.1.6.1 Present information regarding methods of sale, including publicly offered and privately negotiated options.
  - 2.1.7 Assist in negotiations with bond insurers and/or letter of credit providers.
  - 2.1.8 Manage competitive or negotiated sale process.
    - 2.1.8.1 Arrange for advertising and pre-marketing or issue.
    - 2.1.8.2 Represent the City or County at the bid opening for a public sale and analyze the bids, identify the most favorable bid, and make a recommendation as to award of the bid.
    - 2.1.8.3 Act as the City's or County's agent if bid negotiations are required.
    - 2.1.8.4 After the bid is awarded, prepare an actual debt service table based on accepted coupon rates.
    - 2.1.8.5 In the event of a negotiated offering, assist in negotiating appropriate terms, reviewing spreads, comparing deals, analyzing market levels, and clarifying syndicate roles with selected underwriter.

- 2.1.9 Continued services after the issuance of bonds such as monitoring the security provisions, conducting follow-up analysis of rate comparisons of bond sales, and providing on-going financial services through the completion of the construction period, or other relevant time-frame for projects financed with debt.
- 2.1.10 Comparing and evaluating possible or potential methods of financing capital programs, which methods may include general obligation bonds, tax increment bonds, revenue bonds, special assessment bonds, lease-purchase agreements, tax anticipation notes and other appropriate alternatives.
- 2.1.11 The development of in-depth knowledge about and understanding of the financial condition, operational procedures, and policies of the City and County and their relationships to funding sources and revenue streams, as well as relevant ordinances, charter amendments, laws, and state statutes.
- 2.1.12 Analytical services including extensive computer modeling of cash-flow programs related to construction projects.
- 2.1.13 Participation in community informational meetings and otherwise assist the City and County in explaining the capital program/s and financing to the electorate.
- 2.1.14 Assisting in the preparation of appropriate preliminary and final offering circulars, official statements and private placement memorandums.
- 2.1.15 Assist in training staff in the area of municipal bond financing and debt issuances.

### **3. SPECIFIC SERVICES EXCLUDED**

- 3.1 Assisting in the selection of bond counsel for any financing decided upon.
- 3.2 Printing of notices of sale, offering documents, or evidences of indebtedness.
- 3.3 Expense of rating services.
- 3.4 Legal advertising.
- 3.5 The financial consultant/advisor will not act as a placement agent, participant, or underwriter in connection with any of the contemplated financing without the written consent of the City Finance Director or the County Board of Commissioners.

### **4. GENERAL AND SPECIFIC INFORMATION REQUIRED**

- 4.1 All statements of qualifications should contain at least the following general and specific information:
  - 4.1.1 A brief general history of the firm or members of the financial consultant/advisor team demonstrating integrity, capability and experience.
  - 4.1.2 In the case of joint ventures, an organizational outline of each member's proposed assignment and duties.
  - 4.1.3 Provide the name, address and telephone number of three to five clients for whom services similar to those described in this Request for Proposal have been performed.
    - 4.1.3.1 In addition, provide an official statement of the most relevant previous financing.
  - 4.1.4 Provide a listing of public finance bond issues that your firm has assisted in marketing, either as a financial consultant/advisor, or as a senior manager in the past three years.
    - 4.1.4.1 The data should be in a columnar format and include:
      - a) Par Amount;
      - b) State;
      - c) Description, and
      - d) Dated Date of Transaction.
    - 4.1.4.2 The type of service (FA or senior manager can be provided in the Description column).
    - 4.1.4.3 We would prefer that this listing be sorted with transactions in Lincoln and Lancaster County first; all other Nebraska transactions second; and all transactions within other States third.
  - 4.1.5 Discuss your experience with the bond rating and bond insurance processes.
  - 4.1.6 Discuss your ability to provide the services required.
  - 4.1.7 A listing of the specific individuals who would be assigned to this project, their qualifications, experience, present workload, and availability to provide the services.

- 4.1.8 A listing of any special marketing approaches, or additional services that your firm would propose to offer.
- 4.1.9 The amount of total compensation you would require to provide the requested services calculated as a percentage of bonds issued or such other basis you wish to propose.

**5. OTHER GENERAL INFORMATION**

- 5.1 The City has a Aaa rating from Moody's and a AAA rating from Standard and Poors on its general obligation debt.
  - 5.1.1 Information about the financial condition of the City, including all existing bonded indebtedness can be found in the City of Lincoln' Comprehensive Annual Financial Report (CAFR).
  - 5.1.2 The latest CAFR can be found on the City's web site at:  
[Http://www.ci.lincoln.ne.us/city/finance/account/index.htm](http://www.ci.lincoln.ne.us/city/finance/account/index.htm)
- 5.2 Information on the City's last two bond issues can be found in the Final Offering Statement (OS) for those bond issues.
  - 5.2.1 These Final OS's can be located at the same web site as the City's CAFR.
- 5.3 Attached is a schedule of outstanding debt for Lancaster County and Lancaster Counting Leasing Corporation as of June 30, 2003.
  - 5.3.1 Lancaster County has an Aa2 rating from Moody's and a AA+ rating from Standards and Poors.
- 5.4 The City and County reserves the right to accept or reject any or all proposals.
- 5.5 All submissions will be final and may not be changed once received.
- 5.6 The City and County reserves the right to award a contract to one or more firms.
- 5.7 The City and County reserves the right to select the firm or team most responsive to this Request for Proposal, or which it otherwise concludes will do the best, most cost effective job for them.
- 5.8 The City and County reserves the right to negotiate fees and services submitted.

**6. SUBMISSION OF PROPOSALS**

- 6.1 Respondents should take caution if U.S. mail or delivery service is used for submission of proposals.
- 6.2 Mailings should be made in sufficient time for proposals to arrive in the Purchasing Division prior to the date and time specified.
- 6.3 Four (4) complete copies of the proposal must be submitted.
  - 6.3.1 The length of the proposals, excluding attachments, should not exceed 20 pages.
- 6.4 Fees are to be submitted with the proposal in a separate sealed envelope to:  
Vince M. Mejer, CPPO, C.P.M.  
City Purchasing  
440 South 8<sup>th</sup> Street, Suite 200  
Lincoln, NE 68508

**7. SELECTION PROCESS AND SCHEDULE**

- 7.1 The selection review committee will screen all proposals submitted.
- 7.2 The selection committee may require top candidates to give an oral presentation as to why they should be selected over others.
- 7.3 Anticipated schedule is as follows:

Mail out specifications	Wednesday, October 1, 2003
Advertise	Friday, October 3, 2003
Proposals due	Wednesday, October 22, 2003
Short list selected	Wednesday, October 29, 2003
Interview date	Wednesday, November 5, 2003

**8. QUESTIONS**

- 8.1 All questions regarding this Request for Proposal must be addressed to Don Herz, City Finance Director at 402-441-7411 or e-mail at: [dherz@ci.lincoln.ne.us](mailto:dherz@ci.lincoln.ne.us) .

# INSTRUCTIONS TO PROPOSERS

## CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

### **1. PROPOSAL PROCEDURE**

- 1.1 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

### **2. EQUAL OPPORTUNITY**

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

### **3. DATA PRIVACY**

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

### **4. PROPOSER'S REPRESENTATION**

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work will be done and has correlated the observations with the requirements of the RFP.
- 4.3 Proposer warrants and represents to the City that all software/firmware/hardware/equipment/systems developed, distributed, installed or programmed by Proposer pursuant to this Specification and Agreement.
  - 4.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and

- 4.3.2 That all date sorting by the software/firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/firmware/hardware/equipment/systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/firmware/hardware/equipment/systems with software/firmware/hardware/equipment/systems that does comply with this Specification and Agreement.

### **5. INDEPENDENT PRICE DETERMINATION**

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

### **6. SPECIFICATION CLARIFICATION**

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

### **7. ADDENDA**

- 7.1 Addenda are written instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.

- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **8. ANTI-LOBBYING PROVISION**

- 8.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

## **9. EVALUATION AND AWARD**

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 9.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 9.5 A committee will be assigned the task of reviewing the proposals received.
  - 9.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
  - 9.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 9.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 9.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

## **10. INDEMNIFICATION**

- 10.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses,

including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 10.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **11. LAWS**

- 11.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

## **12. AWARD**

- 12.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 12.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 12.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
  - 12.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
  - 12.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.
- 12.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 12.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 12.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.